

**IN THE UNITED STATES BANKRUPTCY COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA
READING DIVISION**

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IN RE:	:	CHAPTER 13
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TODD WILLMAN and	:	BANKRUPTCY NO.17-16590 (PMM)
WENDY WILLMAN,	:	
	:	
Debtors.	:	
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**STIPULATION AND CONSENT ORDER BETWEEN DEBTORS AND AMERICAN
HERITAGE FEDERAL CREDIT UNION REGARDING SURRENDER OF JAYCO RV
CAMPER AND RELIEF FROM THE AUTOMATIC STAY**

This Consensual Stipulation and Agreed Order between Todd Willman and Wendy Willman (the “Debtors”) and American Heritage Federal Credit Union (“American Heritage”), by and through their respective undersigned counsel, approving the Debtor’s surrender of a 2016 Jayco RV trailer and granting American Heritage with relief from the automatic stay of 11 U.S.C. §362, to the extent applicable. In relation thereto, the parties stipulate and request the entry of an order as follows:

WHEREAS, on or about September 27, 2017, the Debtors filed a voluntary petition for relief under Chapter 13 of the United States Bankruptcy Code, 11 U.S.C. § 101 *et seq.* (the “Code”); and

WHEREAS, on or about June 29, 2016, the Debtors entered into a certain Retail Installment Contract and Security Agreement (“Contract”) with Fretz Enterprises, Inc. (“Seller”) for the purchase of a 2016 Jayco J Feather 17 XFD RV trailer, Vehicle Identification Number 1UJBHBJ6G1JR0093 (“RV”); and

WHEREAS, on or about June 29, 2016, the Seller assigned its rights under the Contract to American Heritage; and

WHEREAS, American Heritage has a fully-perfected security interest in the RV; and

WHEREAS, the terms of the Contract require the Debtors to repay the sum of \$42,779.40 through 180 monthly payments of \$237.63 ("Monthly Payments"), commencing on July 29, 2016; and

WHEREAS, on or about May 14, 2018, the Debtors filed their Second Amended Chapter 13 Plan [D.I. 23] which was confirmed by Order of this Court dated June 5, 2018 [D.I. 26]; and

WHEREAS, on or about March 19, 2019, the Debtors filed their First Motion to Modify Plan after Confirmation [D.I. 47] and First Post-Confirmation Modified Chapter 13 Plan [D.I. 49], which was granted by Order dated April 11, 2019 [D.I. 53]; and

WHEREAS, on or about February 18, 2020, the Debtors filed their Second Motion to Modify Plan after Confirmation [D.I. 62] and Second Post-Confirmation Modified Chapter 13 Plan ("Plan") [D.I. 62], which was granted by Order dated March 16, 2020 [D.I. 68]; and

WHEREAS, Section 4(a) of the Plan provided for the claims of secured creditors; and

WHEREAS, the Debtors, pursuant to §4(e) of the Plan, did not elect to surrender the RV to American Heritage; and

WHEREAS, American Heritage has not received a Monthly Payment on the RV since September 25, 2020; and

WHEREAS, the Debtors no longer want to make Monthly Payments on the RV and now wish to surrender it to American Heritage;

AND NOW, each of the parties hereto, intending to be legally bound, hereby **STIPULATE, AGREE** and request **COURT APPROVAL** as follows:

1. The Debtors are authorized to surrender the RV to American Heritage.

2. The provisions of the automatic stay in the instant bankruptcy proceeding are hereby lifted to permit Amerian Heritage to proceed to exercise any and all rights it has under the Contract and any and all applicable laws with respect to the RV, including but not limited to selling the RV in a commercially reasonable manner.

3. The Debtors waive any right to redeem the RV that might exist under the Contract or applicable state law and any and all statutory redemption periods are hereby immediately terminated.

4. The fourteen (14) day stay pursuant to Federal Rule of Bankruptcy Procedure 4001(a)(3) is waived.

5. The Debtors shall provide American Heritage with the location of the RV and shall reasonably cooperate with the turnover of the RV to American Heritage, and that within fourteen (14) days of the date of this Order that Debtors are directed to turn the RV over to American Heritage or its designated agent(s) at a time, place and manner reasonably directed by American Heritage.

6. Any deficiency on the Contract remaining after the disposition of the RV shall constitute an unsecured claim for which American Heritage may file an amended Proof of Claim.

7. By executing this Consensual Stipulation and Agreed Order, the representatives of each of the parties hereto represent to each other and to the Court that they have the authority to execute and effectuate this settlement on behalf of their respective clients.

8. This Consensual Stipulation and Agreed Order shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

9. This Consensual Stipulation and Agreed Order shall be binding upon and inure to the benefit of the successors and assigns or the parties hereto and may be executed in multiple

original counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute but one and the same instrument.

10. Those remaining terms of the Contract, not inconsistent with the provisions of this Consensual Stipulation and Agreed Order, shall continue to remain in full force and effect.

SO ORDERED THIS 1st DAY OF June, 2021

BY THE COURT:



Honorable Patricia M. Mayer
United States Bankruptcy Judge

WE HEREBY CONSENT TO THE ENTRY OF THE ABOVE ORDER WITH FULL AUTHORIZATION FROM OUR RESPECTIVE CLIENTS:

AMERICAN HERITAGE FEDERAL CREDIT UNION

Dated: May 24, 2021

By: 

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Counsel to American Heritage Federal Credit Union

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TODD WILLMAN AND WENDY WILLMAN

Dated: 5/24, 2021

By:

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